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DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D.C. 20548

FILE: B-221709.5 **DATE:** June 24, 1986
MATTER OF: Kollmorgen Corporation

DIGEST:

1. General Accounting Office (GAO) will not review the merits of an allegation that more restrictive specifications are required to serve the governments interest, or that a procurement should be conducted on a sole-source basis, since the purpose of GAO's role in resolving bid protests is to ensure that the statutory requirements for free and open competition are met.
2. Procuring officials enjoy a reasonable degree of discretion in the evaluation of proposals, and their evaluations will not be disturbed unless shown to be arbitrary or in violation of the procurement laws and regulations. A mere disagreement between the protester and the agency over the technical evaluations is not sufficient, in itself, to show that the agency's judgments were unreasonable.

Kollmorgen Corporation protests the award of a contract to any company other than itself under request for proposals (RFP) No. F41608-86-R-3198, issued by the Department of the Air Force for borescope kits to inspect for defects in the F-100 aircraft engine. We deny the protest in part and dismiss it in part.

Kollmorgen and United Technologies, the manufacturer of the F-100 engine, were, for a period of time, the only sources approved by the Air Force to supply the borescope kits. Immediately before the issuance of the RFP, Instrument Technology, Inc. (ITI), also became an approved source of supply. The RFP, however, mentioned only United Technologies as an approved source and, instead of specifying the physical characteristics and the performance requirements of the kits, just referred to that company's part number.

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In response to the RFP, offers were received from Kollmorgen, ITI, and Olympus Corporation, which was not an approved source. In accordance with the terms of the RFP allowing any offeror to compete if its borescope kits were determined to be acceptable, Olympus was given permission to submit components of its proposed kits for field testing by using activities at several Air Force bases. Based on these tests, the Air Force concluded that the Olympus kits performed all the functions necessary to detect cracks, dents, or nicks in the F-100 engine. By amendment, Olympus, Kollmorgen, and ITI were formally added to the RFP's list of approved sources for the borescope kits, and a closing date was set for the submission of revised offers.

During the procurement, Kollmorgen protested to our Office the Air Force's acceptance of the Olympus and ITI kits, alleging that these kits were inferior to the Kollmorgen kit, and also alleging that the RFP had not set forth in sufficient detail the exact type of borescope kit the government needed. Kollmorgen withdrew its protest upon learning that the Air Force intended to amend the RFP further to describe specific salient physical and performance characteristics that the borescope kits had to meet, rather than merely listing the approved part numbers for the kits of United Technologies, Kollmorgen, Olympus, and ITI.

The Air Force amended the RFP to add a list of nine physical characteristics for the borescopes and a requirement that the offered item "satisfactorily perform the inspections detailed in Borescope Inspection Work Packages of T.O. [technical order] 2J-F100-26-5." The amendment further stated that the Kollmorgen, Olympus, and ITI kits met these physical and performance requirements and that the kits of those companies would not have to undergo any further evaluation testing.

Following the issuance of the above-described amendment and several subsequent RFP amendments, Kollmorgen filed the instant protest with our Office, prior to the closing date for receipt of revised proposals, contending that the Air Force still had not clearly specified the exact type of borescope the government needs, and further contending that it was the only qualified producer of the kind of borescope needed to detect defects in the F-100 engine properly.

Kollmorgen asserts that the Air Force's incorporation of the inspection requirements in T.O. 2J-F100-26-5 as a performance standard for an offeror's borescopes is not sufficient because this document was prepared merely for the use of Kollmorgen borescopes and was not intended to be a borescope operation standard, a technical specification, or a purchase description. In addition, Kollmorgen complains that the RFP does not require the borescopes to comply with certain existing military specifications, military standards, and technical bulletins for such matters as electrical standards, environmental testing, packaging, and quality assurance. Finally, Kollmorgen protests that the RFP does not specify whether the design of the borescopes has to provide for ease of maintenance, operation in extreme temperatures, and withstanding vibration and shock during transportation.

The Air Force takes the position that the RFP as amended clearly and unambiguously sets forth the government's minimum needs. We agree. As stated above, the agency amended the RFP to require nine physical characteristics for the borescopes, and also to require that an offered borescope be able to perform the inspections specified in the work packages in T.O. 2J-F100-26-5. We find nothing ambiguous in these requirements.

To the extent, Kollmorgen is alleging that more restrictive specifications contained in certain military specifications and technical bulletins are necessary in order for the government's interest to be served, we will not consider the merits of such an allegation. The purpose of our role in resolving bid protests is to ensure that the statutory requirements for free and open competition are met, and a protester's presumable interest as a beneficiary of more restrictive specifications is not protectable under our bid protest function. Olson and Assoc. Engineering, Inc., B-215742, July 30, 1984, 84-2 C.P.D. ¶ 129. Absent evidence of possible fraud or willful misconduct by government officials in the drafting of specifications, which is not present here, we consistently have refused to review allegations that a contracting agency should have used more restrictive specifications. Id.

We also dismiss Kollmorgen's assertion that only it should receive award because it is the only actually qualified producer of type of borescopes needed by the Air Force. We will not review a protest that an agency should award a

contract on a sole-source basis, since the objective of our bid protest function is, as stated above, to insure full and open competition for government contracts. Nuclear Metals, Inc., 64 Comp. Gen. 290 (1985), 85-1 C.P.D. ¶ 217.

As to Kollmorgen's challenge of the adequacy of the Air Force's technical evaluation of the borescopes proposed by Olympus and ITI, the determination of the technical merits of a proposal is primarily the responsibility of the contracting agency, which enjoys a reasonable degree of discretion in its evaluation. We will not disturb such a determination unless the protester shows the decision to be arbitrary or in violation of the procurement laws and regulations. Litton Systems, Inc., Electron Tube Division, 63 Comp. Gen. 585 (1984), 84-2 C.P.D. ¶ 317. The record reveals that the Olympus and ITI kits were determined acceptable through actual service tests by users of the kits at several Air Force bases. Specifically, these tests showed that the ITI and Olympus borescopes performed all the functions of defect measurement identified in the technical order for borescopes.

While Kollmorgen questions the depth and detail of the Air Force's testing, the company has furnished no substantive evidence to establish that the Olympus and ITI kits fail to meet the inspection performance requirements set forth in the Air Force's technical order. Kollmorgen's disagreement with the Air Force's judgment that these kits perform satisfactory is not sufficient to show that the agency's technical evaluation was unreasonable. Instrument Technology, Inc., B-221709.4, May 20, 1986, 86-1 C.P.D. ¶ ____.

Kollmorgen also notes that the Air Force's latest amendment to the RFP replaced the earlier amendment that added the physical characteristics for the borescope and the requirement for satisfactory performance of the inspections in the Air Force's technical order; Kollmorgen suggests that the result of this latest amendment is that the borescope requirement has reverted to that set out in the basic solicitation, we do not agree, since, although the amendment does state that it supersedes and replaces all prior amendments, it also specifically incorporates by reference the physical characteristics and inspection requirement of the earlier amendment. Thus, the latest RFP amendment clearly and obviously maintains the requirements of the earlier amendment.

Finally, Kollmorgen requests that it be reimbursed its bid preparation and protest costs. In view of our resolution of the protest, those costs are not reimbursable. 4 C.F.R. § 21.6 (1986).

The protest is dismissed in part and denied in part.

for Seymour E. Gross
Harry R. Van Cleve
General Counsel